

BETWEEN

THE ILLINOIS DEPARTMENT OF PUBLIC AID

AND

THE ILLINOIS DIVISION OF VOCATIONAL REHABILITATION

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I. GOAL

The compelling obligation on human service agencies, as increasingly mandated by governmental agencies and public groups, to develop the economic independence of public welfare recipients, sets the purpose of this agreement. Through a closer coordination and integration of services and with an increased emphasis on services leading to employability, as expressed within the body of the agreement, the cooperating agencies intend to achieve a substantial increase in the number of disabled welfare recipients entering remunerative employment.

II. OBJECTIVES

To effect the above goal the following objectives are specified:

1. To increase substantially the number of referrals of disabled public aid recipients, including WIN rejectees, with potential for remunerative employment, to the Division of Vocational Rehabilitation.
2. To expedite and enhance cooperative services of both agencies by refining operating procedures and responsibilities in the mutual service contribution.
3. To develop new programs in areas where there is an identifiable need for additional rehabilitation services.
4. To institute an Interagency Planning and Review Committee charged with the ongoing evaluation of the joint program of service and to plan for additional service programming responsive to identified needs.

III. DPA AND DVR SERVICE COMMITMENTS

In general, the commitment of DPA relates to the personal-social area of service. DVR commitment centers on the educational-vocational areas. Medical care is a shared responsibility.

1. DPA Service Responsibilities

- a. Services enabling persons to function in their own homes including independent living arrangements or protective care settings.
- b. Basic maintenance including room, board, clothing, transportation, nursing care, physical care attendant, and personal incidentals. These services are provided through

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2. DPA-DVR Pre-Referral

The DPA caseworker and DVR counselor will confer on all cases pre-screened by caseworker, for joint agreement as to potential for DVR service. Other appropriate staff members may be involved in the pre-referral process.

3. DPA Referral and DVR Intake Interview

When a referral has been jointly agreed upon, the caseworker or other appropriate staff member will explain the basic DVR program to the client, obtain his acceptance for the referral, submit a completed referral form and arrange for the interview appointment with the DVR counselor.

Following the intake interview by the DVR counselor, the DPA caseworker or other appropriate staff member will be promptly notified of either client acceptance or non-acceptance with supporting reasons for the decision.

4. DVR Evaluation and Plan Development

Relevant diagnostic services will be employed to establish eligibility and for the formulation of a rehabilitation plan.

For cases established as eligible, a summary of the rehabilitation plan formulated will be communicated to the DPA caseworker. The overall plan will specify the services needed and their provision within the respective obligations of both agencies as described in this agreement.

In instances of disagreement as to plan or service provision - and these are anticipated as being exceptions - resolution will be sought at the local supervisory level.

If determination of ineligibility is made upon completion of diagnostic services, the DPA caseworker will be informed promptly of the reasons for this determination.

Case study and diagnosis may indicate the individual's occupational status will be other than income producing and that rehabilitation services would facilitate functioning in the non-income producing status e.g., housewife. In a case of this type a report of the needed services will be made by DVR to the DPA caseworker for provision by DPA.

5. Case Progress

A significant factor in promoting case progress is the coordination of the DPA and DVR service efforts as implementing or modifying the rehabilitation plan. Therefore, regular conferences for staffing referrals and discussing cases of joint clients will be held among staff within a particular county. Copies of client-counselor correspondence will be sent to the DPA county office, or, in special programs, the appropriate staff member.

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Reports on completion of significant service elements such as completion of medically restorative procedures, changes in client situation and rehabilitation planning, changes in the client's medical conditions, family situation, attitudes, training, any of which imply modification or interruption of the rehabilitation plan, will be discussed at staffings.

6. Termination of Services.

A report of termination of services to the client will be reported between agencies when the client withdraws or declines to continue services, rendering the rehabilitation plan inoperative, or when the rehabilitation plan is completed.

7. Special Program Arrangements.

The DPA has developed and staffed several specialized service programs in Cook County. For these programs special pre-referral, referral and follow-up procedures have been developed and currently operational.

V. INTERAGENCY PROGRAM EVALUATION

Information will be exchanged between the Interagency Planning and Review Committee and the supervisors responsible for the operation of the inter-agency programs at the regional level.

Data received by the committee will be used to evaluate the program and a basis for procedural changes which would result in program improvement. The committee will meet quarterly.

/s/ Alfred Slicer
ALFRED SLICER
Director
Division of Vocational Rehabilitation

/s/ Harold O. Swank
HAROLD O. SWANK
Director
Department of Public Aid

Date: November 17, 1970

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INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF ILLINOIS DEPARTMENT OF PUBLIC AID (IDPA)
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
FOR ITS DIVISION OF SERVICES FOR CRIPPLED CHILDREN (DSCC)

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I. INTRODUCTION

The Illinois Department of Public Aid (IDPA), as the authorized state agency for the administration of the Title XIX of the Social Security Act and the Board of Trustees of the University of Illinois as the authorized state agency for the administration of Title V of the Social Security Act, Crippled Children's Services (DSCC), hereby enter into an agreement.

The intent of this agreement is to define their mutual responsibilities and objectives in the services to crippled children; their fiscal and operational relationships in the provision of certain of those services; and to establish procedures for reimbursement to DSCC from IDPA for health care services provided under the auspices of DSCC to crippled children eligible for Medicaid.

For the purposes of this agreement, "crippled children" shall mean children eligible for DSCC services.

II. RESPONSIBILITIES

Both agencies agree to develop interagency procedures to facilitate the necessary implementation of this agreement and to include the procedures in their respective policy manuals.

A liaison person from the central administrative offices of the respective agencies shall be designated for regular interagency communications. The function of such individuals shall be to determine the need for planning sessions relative to additional interagency co-ordination and/or the need for more explicit guidelines and/or statements.

A. DSCC

1. ELIGIBILITY

DSCC shall have the sole responsibility to establish eligibility qualifications of children for its specialized medical care program in accordance with applicable Federal and State Statutes and Regulations and related documents.

2. INFORMED STAFF

DSCC shall have the responsibility of notifying its pertinent administrative and field staff of the details of the interagency relationship and such performance as would be expected in regard to counterpart IDPA staff, including orientation of IDPA and DSCC program by discussions regarding service implementation for specific children and related field office concerns.

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3. DELIVERY OF SERVICE

a. Referral

1. DSCC agrees to refer applicants eligible for its services to IDPA for determination of their eligibility for Medicaid should such clients exhibit financial need.
2. Referral of children eligible for DSCC and IDPA shall be processed through the established local offices of each agency.
3. DSCC agrees to accept for its program, under referral procedures outlined in the Attachment of this agreement, children eligible for Medicaid as determined by IDPA, provided said children meet the eligibility requirements for DSCC.
4. DSCC recognizes persons receiving Medical Assistance are entitled to a free choice of doctors, hospitals, or other providers of medical services which meet the requirements of and comply with the rules and regulations of IDPA. Recipients who are found to be overusers of medical services shall be required to designate one physician who shall be responsible for providing or authorizing non-emergency medical care.

b. Provider Status

1. DSCC agrees to act as a Medicaid "provider" for health and medical services including physicians, dentists, audiologists, podiatrists, nurses, optometrists, optician, speech, occupational and physical therapy provided to Medicaid eligible children accepted for its program to allow DSCC to implement services for IDPA-eligible children through DSCC designated health care practitioners within its policies, procedures and reimbursement levels.
2. DSCC agrees to bill IDPA as the "provider" of such services as that term is defined by IDPA for reimbursement at IDPA levels. Health care professionals used by DSCC under this agreement need not have any direct vendor agreements with IDPA.
3. DSCC, as a provider, agrees to bill on forms designated by IDPA.
4. DSCC shall bill for services covered under the IDPA Medical Assistance Program and IDPA shall reimburse DSCC for medical and related clinic diagnostic services rendered to eligible Public Aid recipients. Payment by IDPA under this provision shall be only as authorized by Administrative Code and HHS regulations as now or hereafter amended and shall be subject to any limitations contained in regulations or imposed by HHS.

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5. DSCC agrees to include in DSCC provider billings to IDPA such medical insurance payments as a credit toward billed charges to the extent that such coverage and amount of insurance recovery is known to DSCC. Billings submitted to DSCC by other providers or vendors on IDPA forms for DSCC review and approval shall similarly be reviewed for applicable insurance credits as is customary for all billings received by DSCC, including such verification of payment with the insurance carrier as DSCC generally performs.

DSCC responsibility for the adequacy of information about medical insurance coverage of IDPA clients shall be limited to those procedures in effect for all children receiving services through DSCC.

In the event that other third party payers, such as medical insurance carriers, are also to be involved in payments for medical care to joint DSCC/IDPA clients, credit for recipient of such payments shall accrue to the agency which accepts the responsibility for any additional payments (beyond insurance) which may need to be made toward the medical care service provided.

6. DSCC shall be accountable for improprieties in its billing or for overpayments which may have been made by IDPA to DSCC. Any action taken by IDPA based on such improprieties or overpayments shall be pursuant to 89 Illinois Administrative Code, Chapter I: Department of Public Aid, Subchapter d: Medical Programs, Part 140 Medical payment, Subparts A through D, as now or hereafter amended. If any portions of this Agreement shall be found to contradict or be in conflict with this paragraph, the provisions of this paragraph shall control.
7. DSCC agrees to inform the health care professionals performing services for DSCC that DSCC's payment to them shall be considered as payment-in-full and not subject to other billings to IDPA or the patient or parent, guardian or other responsible relative of the patient.

c. Health Care Criteria

1. DSCC agrees to establish reasonable professional criteria for selection of health and medical care practitioners and institutions providing services and to be accountable, for assuring IDPA that the services have actually been performed; DSCC shall not be professionally responsible for the actual health and medical care provided. Each practitioner and institution shall remain responsible for the professional quality of the medical and health care provided and shall be, to the extent provided by law, responsible for their own professional errors and

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omissions. Except as a financial intermediary and a reimbursement payor, DSCC shall not be considered by IDPA to be either an agent or principal for individual medical and health care providers, professional service corporations, or medical care institutions providing services to handicapped and crippled children.

2. DSCC has the role of making available specialized medical care and related rehabilitative services within standards which would promote high quality of care. Provision of such services requires utilization of health care professionals who meet established criteria of DSCC and who thereafter receive reimbursement as defined by DSCC to obtain the required standard of care. Such level of reimbursement, at times, may be above the level provided through the IDPA payment guidelines.
3. DSCC shall not be responsible for payment for goods and services nor shall DSCC be required under this contract to enter into any agreement for the purchases of such goods and services as set out in a) and b) below.
 - a) Hospital outpatient or inpatient services provided by hospitals that meet the requirements of and comply with the Rules and Regulations of IDPA in rendering services for Medicaid children under the DSCC program management shall be subject to billing by the hospital on approved IDPA forms with the approval of the applicable utilization review (UR) committee and IDPA's contracted (PRO) peer review organization as required.

In areas of the State in which IDPA is purchasing in-patient hospital care under contractual arrangements, the hospital must hold a valid contract for the type of in-patient care required by the child or the care rendered must meet other policy provisions as established by Public Act 83-1243.

- b) Drugs, laboratory services, transportation, medical supplies, equipment (orthotic, prosthetic or other related items) and other professional services, not included, required for Medicaid-eligible children under DSCC program management. Such provisions shall be subject to billing by the vendor on approved IDPA forms. DSCC shall review and approve the purchase and notify the provider in writing of the items to be approved at the established or acceptable IDPA rates. As delegated authority for prior approval for medical equipment and supplies DSCC shall

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use procedure codes, prices and time frames for processing as defined in Illinois Administrative Code, Provider Handbooks, and policy manuals.

d. Record Keeping, Data Collection and Information

1. DSCC agrees to keep such records as are necessary to provide continuity of care and fully disclose the extent of goods and services provided to Medicaid eligible children receiving health care through its program and furnish IDPA with such information regarding payments claimed, upon written request, as IDPA may require.
2. DSCC agrees to provide personnel to verify recipient status of their patients prior to billing IDPA. DSCC agrees to bear the cost of installation, rental charge and phone service to main computer. The installation charge shall be a one-time charge and the monthly charges are computed monthly, based on the following: rental of the terminal, telephone line, equipment at each end of the telephone lines and Printer (optional).
3. DSCC shall provide all necessary fiscal information showing the nature and extent of all expenditures for which payment is made pursuant to this Agreement, and to make available for audit by authorized representatives of the Department of Public Aid (or its designee) or the Department of Health and Human Services, such books, files, records and other data as may be necessary to clarify, substantiate or justify expenditures under this Agreement. As a part of this audit authority, IDPA or its designee and the Department of Health and Human Services may inspect and audit any financial records of DSCC.

DSCC shall allow IDPA or its designee and the Department of Health and Human Services to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement.

DSCC shall maintain all records as required by 45 CFR Part 74. As a part of these requirements, DSCC shall retain all records for at least three years after final payment is made under the agreement. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved.

DSCC shall permit IDPA, on a quarterly basis, to perform quality assurance audits to insure that the DSCC provides quality and accessible health care to beneficiaries under this Agreement. The audits at a minimum may include a sample review of patient records, patient surveys, and examination by consulting providers.. The specific points of quality

assurance which shall be reviewed include but are not limited to:

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- . peer review and quality control
- . utilization review
- . availability and accessibility of care
- . continuity of care
- . utilization reporting
- . use of service

DSCC shall permit IDPA to monitor the enrollment and termination practices of DSCC and audit data shall include enrollment and termination reasons.

IDPA shall adjust future payments or final payments if the findings of a Department audit indicate overpayments to DSCC. If no payments are due and owing to the DSCC, DSCC shall immediately refund all amounts which may be due IDPA. Nothing herein shall preclude DSCC from contesting, before any appropriate administrative or judicial forum, the bases of the findings of such audit.

B. IDPA

1. ELIGIBILITY

IDPA shall have the sole responsibility to establish eligibility qualifications of clients to receive benefits under Medicaid in accordance with applicable Federal and State Statutes and Regulations and as incorporated in the IDPA State Plan and related documents.

2. INFORMED STAFF

a. IDPA shall alert its pertinent administrative and field staff to the availability of services for crippled children through DSCC and encourage such staff to refer parents of such children to DSCC for purposes of establishment of eligibility for DSCC services with respect to diagnosis, treatment and follow-up. Referral procedures, as outlined in the Attachment to this agreement, shall be incorporated in appropriate agency manuals.

b. IDPA agrees to provide DSCC with all information regarding services covered under the Medicaid Plan in Illinois, billing policies and procedures and payment review procedures. Medical Assistance program handbooks, informational releases and updates to this information provided periodically by IDPA are to be provided to DSCC by mailing, proper postage pre-paid, to DSCC, at 540 Iles Park Place, Springfield, Illinois, 62718. IDPA shall communicate changes or additions 30 days in advance of the effective date of the said change or addition, provided that IDPA is not bound to give 30 day notice when mandated by State or Federal Law or regulations or under an order of the court to implement such changes or additions under time restraints which would prevent the granting of said 30 day notice.

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- c. IDPA agrees to provide, upon written request, selected administrative reports regarding referrals, services, providers and payment.
- d. IDPA agrees to assist in development of forms to enhance interagency communications to include, but not limited to referrals, prior approval for services provided to IDPA recipients requiring payment by IDPA and administrative reports and reviews.

3. DELIVERY OF SERVICE

- a. IDPA agrees to refer applicants and recipients to DSCC for medical services who appear to require specialized complex services.
- b. Referrals of children eligible for DSCC/IDPA shall be processed through the established local office of each agency.
- c. IDPA agrees to provide essential medical services required by the recipient's condition due to illness, infirmity, or disability when such medical care is recommended by a qualified practitioner, and when the necessary care is not available to the individual from any other source. The medical services and supplies for which payment can be provided are as specified in the Title XIX Medicaid Plan and Illinois Administrative Code.
- d. IDPA has the role of making available payments for medical care services for its eligible clients as defined under IDPA policies and procedures. Such payments must be in accordance with IDPA payment guidelines.
- e. Record Keeping, Data Collection, and Information
 - 1. IDPA agrees to provide DSCC the computer terminal linked with the IDPA recipient data bank and the provider file. IDPA shall provide training for access to files and operation of the systems. The terminal, which is located at the DSCC central office in Springfield, shall remain there until such time as DSCC's provider status comes to an end. DSCC takes the responsibility of returning the terminal to IDPA within 30 days of the termination date.
 - 2. IDPA shall bear the charges of the use of the central state computer, and the personnel costs attendant upon keeping the system up-to-date.

III. CONFIDENTIALITY

Names of persons receiving public assistance or DSCC services are confidential. When confidential information is exchanged by DSCC and IDPA, it is understood that the following rules apply: 1. the confidential nature of the information must be preserved; 2. the information furnished must be used only for the purposes for which it was made available; 3. assurance must be given that the proper steps shall

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